

**Working Agreement
for the
Hampton Roads
Comprehensive Regional Information Management
And
Exchange System
(CRIMES)**

Prepared by:
CRIMES Project Manager
June 4, 2003

COMPREHENSIVE REGIONAL INFORMATION MANAGEMENT AND EXCHANGE SYSTEM (CRIMES) AGREEMENT

The jurisdictions of Chesapeake, Hampton, James City County, Newport News, Norfolk, Poquoson, Portsmouth, Smithfield, Suffolk, York County, Williamsburg and Virginia Beach hereby create the Comprehensive Regional Information and Management Exchange System (CRIMES) under Section 15.2-1300, Code of Virginia, 1950, as amended, for the joint exercise of powers of participating political sub-divisions.

SECTION I. DEFINITIONS

A. Associate Member

A User Group of the Comprehensive Regional Information and Management Exchange System ("CRIMES"), as defined herein below.

B. Participating Members

Duly appointed representatives of the Participating Jurisdictions empowered with voting rights.

C. Chief Administrative Officer

The city manager, county administrator, or other chief administrator of a city or county.

D. Fiscal year

The twelve-month period beginning July 1 and ending June 30 of the succeeding calendar year.

E. Governing body

City Council or equivalent legislative body.

F. Jurisdiction – A city, county or town.

G. Participating Jurisdiction – A city, county, or town that enters into the Agreement for the Comprehensive Regional Information Management and Exchange System (CRIMES). Participating Jurisdictions will have voting representatives with voting rights and will fully share in the costs of using, maintaining and upgrading the system.

H. User Group

Criminal justice agencies (by definition and title) which may have occasion to participate in CRIMES. These user groups may include Commonwealth Attorneys, Circuit Courts, District Courts, Probation & Parole, Sheriffs, Federal & State law enforcement agencies, *et cetera*.

SECTION II. SCOPE AND OBJECTIVES

A. Scope

To develop and operate a regional criminal justice information system.

B. Objectives

1. Establish a formal communications network among all Participating Jurisdictions.
2. Support all aspects of the criminal justice process through automation.
3. Reduce data entry redundancy.
4. Provide information required by other agencies (state/federal) through automated interfaces.
5. Improve efficiency and effectiveness of criminal justice agencies by providing access to accurate, dependable and timely information.
6. Develop a regional criminal justice information system utilizing current technology and tools which will facilitate keeping the system functioning at a level that continues to meet the needs of the criminal justice user environment.

SECTION III. DURATION

CRIMES shall exist in perpetuity, subject however to the following conditions:

A. Dissolution

CRIMES may be dissolved at any time by agreement of the governing bodies of all the Participating Members.

B. Withdrawal

A Participating Jurisdiction may withdrawal from CRIMES in the event that funds are not appropriated by the jurisdiction's governing body. In the event that any Participating Jurisdiction desires to withdraw its membership, the following procedures shall apply.

1. Written notification shall be sent to the Board of Directors of CRIMES no later than January 1 of the fiscal year immediately preceding the fiscal year in which the Participating Jurisdiction intends to withdraw.
2. The Board of Directors of CRIMES shall provide to the withdrawing Participating Jurisdiction an opportunity to address the Board as to the reason for withdrawal.
3. The withdrawing Participating Jurisdiction is obligated to pay its designated *pro rata* assessment through the end of the fiscal year prior to withdrawal.

C. Suspension and/or Removal from Membership

In the event of non-appropriation or nonpayment of assessed costs, by a Participating Member, membership may be suspended or terminated at the end of the period for which funding was provided upon majority vote of the Participating Members.

SECTION IV. BOARD OF DIRECTORS

CRIMES shall be governed by a Board of Directors.

A. Composition

The Board of Directors shall be composed of:

1. Participating Members

The Chief Administrative Officers or the Chiefs of Police or Sheriffs of the Participating Jurisdictions shall be Directors, which share, by formula, all costs of operating, mounting and upgrading the system.

2. Associate Members

When it is deemed appropriate by the Participating Members, an Associate Member representing any CRIMES User Group may be identified to serve on the Board for a term of one year to begin on January 1 each year. The election of a Director of an Associate Member shall be the responsibility of the User Group. Each Director of an Associate Member shall serve until a successor is elected.

B. Voting

1. Each Member shall have one vote.
2. Directors may designate representatives to act in his or her behalf.
3. A majority vote shall be required for all decisions of the Board.
4. An Associate Member shall have no vote.

C. Meetings

1. The Board of Directors shall conduct its annual meeting each year no later than December 20, at which meeting it shall elect its chairman, vice-chairman, and such other officers as it may deem appropriate.
2. The Board shall fix such other meeting times as it deems necessary. It shall keep written minutes of all meetings.

3. At any meeting of the Board of Directors, a quorum shall consist of a majority or simple majority plus one of the current Participating Members.

D. Powers of the Board

The Board shall have the following powers and duties:

1. To oversee and direct the development of CRIMES to include decisions regarding all technical and functional issues and costs as well as the application of resources and funding toward these goals.
2. To oversee and be responsible for the operation of CRIMES following initial development. This shall include determining the qualifications for staff and maintaining such necessary personnel to support the system as well as personnel to address developmental needs, which may arise during the life of the system to ensure maximum benefit for all User Groups. To accomplish these ends, the Board shall have the power to expend the funds appropriated.
3. To promulgate each year a schedule of fixed costs for maintenance of CRIMES, including equipment and basic staff, and of variable costs of operation depending on the number of active participants and any additional developmental costs.
4. To approve acceptance of grants, gifts, endowments, donations, subsidies, awards, assistance, bequests, devises, fees, compensation, bonuses, contributions, stipends, aids, tuition, and any other property, real, personal, or mixed, to be used in the undertaking.
5. To determine additional Participating Jurisdictions and user groups and the terms and conditions applicable to their participation and the expansion of CRIMES.
6. To designate one of the Participating Jurisdictions to serve as fiscal agent.
7. To approve contracts to be entered into by its fiscal agent.
8. To designate a "Project Manager" to serve as the day-to-day project coordinator. This person will be an employee of one of the Participating Jurisdictions.
9. To enter into agreement with Participating Jurisdictions for equipment, necessary personnel, facilities, technical and administrative assistance and maintenance services appropriate to the purpose of CRIMES.
10. To adopt such rules as the Board deems necessary.
11. To appoint committees as necessary to research and/or address functional and technical issues related to CRIMES.
12. To retain and compensate legal counsel.

SECTION V. FINANCING AND BUDGET

The Board shall designate one of the Participating Jurisdictions to act as the fiscal agent. The Board shall provide for the manner in which and by who receipts and disbursements may be authorized, provided that it shall ensure that the receipts, disbursements authorization and audit systems of the fiscal agent are employed.

A. Capital Assets and Expenditures

1. In the event a facility and/or computer hardware/software and/or staffing is furnished by a Participating Jurisdiction, the Board of Directors shall determine the method and amount by which payment and/or credit shall be given; provided, however, that such method, and the amount of such payment and/or credit, shall be subject to the approval of the governing body of the furnishing Participating Jurisdiction.
2. The Board shall, from time to time as it deems necessary, approve a schedule of resource requirements providing for costs and a method of apportioning such costs among the Participating Members and submit it to the governing bodies of the Participating Members for approval as part of the annual operating budget.
3. The Board shall determine the fee schedule for additional Participating Jurisdictions and users.
4. Whenever the Board changes the fiscal agent, the chief financial officer of the Jurisdiction formerly designated as fiscal agent shall forthwith take all necessary actions to transfer to the newly designated Participating Jurisdiction real and personal property acquired as joint property to be used in the undertaking, provided that equitable ownership of all such property shall at all times remain subject to the action of the Board.

B. Operating Expenses

1. Budget: A committee designated by the Chair shall be responsible for the annual preparation of an operating budget, and shall submit a budget proposal to the Board of Directors not later than November 1 of each year. Upon receipt of notice of appropriation by the members, the Board shall make adjustments in the proposed budget as may be necessary. The operating budget shall be approved, or adjusted and approved, by the Board of Directors.
2. Appropriations: Each Participating Jurisdiction agrees that it shall appropriate each year to CRIMES a percentage of the net total costs (minus federal and state grants), which shall be determined by the Board of Directors, using a base/plus algorithm as follows:

Twenty-five per cent of the total costs divided equally among Participating Jurisdictions and the remainder of the costs divided by percentage based on VaStat (i.e., <http://www.virginia.edu/coopercenter/vastat/#dem>) population figures for each Participating Jurisdiction.

3. Payment: Each Participating Jurisdiction shall make payments to the fiscal agent quarterly in advance. Amounts will be determined by the Board of Directors.
- C. Non-appropriation. No Participating Jurisdiction shall have any liability under this Agreement unless and until an approving ordinance is adopted by the governing body thereof including an initial appropriation. A copy of such ordinance shall be filed with this Agreement by the Executive Director.

SECTION VI. OWNERSHIP AND DISPOSITION OF PROPERTY

- A. Real and personal property used in the undertaking which is contributed by a Participating Jurisdiction shall remain the property of such jurisdiction, unless otherwise provided by written agreement between such Participating Jurisdiction and the Board of Directors.
- B. Real and personal property used in the undertaking which is acquired jointly on behalf of CRIMES after the commencement of this Agreement shall be disposed of as specified by written resolution of the Board of Directors.
- C. Dissolution or withdrawal of this cooperative endeavor shall occur only as provided in Section III. All property subject to the dissolution or withdrawal shall be scheduled and valued by or at the direction of the Board, and one or more Participating Members may purchase the interests of one or more others in such property.

SECTION VII. LIABILITY

The Board of Directors shall procure general liability insurance in an amount not less than less than \$2,000,000 to protect its Participating Members, officers and employees, and the Participating Jurisdictions, their officers and employees, provided said users have contributed funding to CRIMES. Notice of all claims involving CRIMES or the development or operation of the system which are made against any Participating Jurisdiction or User Groups shall be immediately provided to the Project Manager of CRIMES, the Directors and the City Attorneys of every Participating Jurisdiction.

NOTE: Nothing herein shall be deemed to constitute a waiver of the sovereign immunity of a Participating Jurisdiction.

SECTION VIII. AMENDMENTS

- A. Notice of a proposed amendment to this Agreement shall be sent to the Directors by certified mail at least 30 days prior to the meeting at which the proposed amendment will be voted upon.
- B. This Agreement may be amended at any regular meeting of the Board of Directors by a vote of a majority of the current Participating Members.

IN WITNESS THEREOF, the jurisdictions of Chesapeake, Hampton, James City County, Newport News, Norfolk, Poquoson, Portsmouth, Smithfield, Suffolk, York County, Williamsburg and Virginia Beach have caused this Agreement to be executed by their duly authorized officers, each city executing concurrently on an individual page.